

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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DOCH 20140654769 B: 10854 P: 8591
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Rec Fee: \$52.50
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: DIVINE & ESTES



**AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES**
(Wyndham Lakes Estates Phase 3D)

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WYNDHAM LAKES ESTATES ("Amendment") is made by **Lennar Homes, LLC**, a Florida limited liability company ("Lennar") and joined by **Wyndham Lakes Estates Homeowners Association, Inc.**, a Florida not-for-profit corporation ("Association").

RECITALS:

- A. Boggy Creek, LLC, a Florida limited liability company, recorded the Declaration of Covenants and Restrictions for Wyndham Lakes Estates in Official Records Book 8267, Page 4394 of the Public Records of Orange County, Florida, respecting the community known as Wyndham Lakes Estates ("Community"). The foregoing Declaration, together with all prior amendments thereto, if any, is hereinafter referred to as the "Declaration."
- B. Lennar is the successor in interest to Boggy Creek, LLC and now has all the rights of the Developer under the Declaration.
- C. Section 4.2 of the Declaration provides that prior to the Turnover Date (as defined in the Declaration), Lennar, as the current Developer, may amend the Declaration as it deems appropriate without the joinder or consent of any person or party whatsoever.
- D. Section 5.1 of the Declaration provides that prior to the Turnover Date, Lennar, as Developer, in its sole discretion, may annex additional lands into the Community without the joinder or consent of any person or party whatsoever.
- E. The Turnover Date has not yet occurred and Lennar wishes to amend the Declaration as set forth herein.

NOW THEREFORE, Lennar hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied to the covenants, conditions and restrictions hereinafter set forth.

- 1. Recitals. The foregoing Recitals are true and correct and are incorporated into and from a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. The Declaration and this Amendment shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendments to this Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendments in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s), this Amendment shall control.
3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration.
4. Annexation. The real property described in Exhibit "A" attached hereto (Wyndham Lakes Estates Phase 3D) is hereby annexed into and made a part of the real property described in Exhibit 1 of the Declaration, and as such, is part of the Community and is subject to the provisions of the Declaration and the jurisdiction of the Association.
5. Existing Utility Easement. Lots 25 through 44, inclusive, of Wyndham Lakes Estates Phase 3D are subject to a 45 foot wide easement in favor Kissimmee Utility Authority as set forth in that certain Easement Deed recorded at OR Book 6604, Page 8435, public records of Orange County, Florida (the "Easement") and as shown on the plat of Wyndham Lakes Estates Phase 3D. The Easement gives KUA and its successors and assigns the right to erect, construct, operate and maintain within the 45 foot easement a line or lines for transmission of electric energy, together with poles, guy wires and other related facilities. KUA also has the right to enter into the Easement to inspect, repair and rebuild its facilities and to cut and remove trees, overhanging branches and other obstructions that interfere with the safety, operation and/or maintenance of its lines and facilities located in the Easement.
6. Covenant Running with the Community. This Amendment is a covenant running with the Community and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Amendment.

IN WITNESS WHEREOF, the undersigned being Developer under the Declaration has hereunto set its hand and seal this 23rd day of December, 2014.

Witnesses:

Witness Signature: [Signature]
Print Witness Name: CLIFF PERKS

Witness Signature: [Signature]
Print Witness Name: TERREY J. ADelman

LENNAR HOMES, LLC
a Florida limited liability company

By Its Managing Member:


U. S. HOMES CORPORATION
a Delaware corporation

By: [Signature]
Name: ROB BOWEN
Title: Authorized Agent

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of December 2014, by Bob Down as Authorized Agent of U. S. Home Corporation as Managing Member of Lennar Homes, LLC, a Florida limited liability company, who [] is personally known to me or [] produced N/A as identification.

(Affix Notary Stamp/Seal Below)


NOTARY PUBLIC, State of Florida



**JOINDER
WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.**

WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Declaration and the foregoing Amendment to Declaration of Covenants and Restrictions for Wyndham Lakes Estates (the "Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration or the Amendment as Association has no right to approve either the Declaration or the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of DECEMBER, 2014.

Witnesses:

**WYNDHAM LAKES ESTATES
HOMEOWNERS ASSOCIATION, INC.**
a Florida not-for-profit corporation

Witness Signature: [Signature]
Print Witness Name: CLIFF TORRES

By: [Signature]
Name: Carlos de la Ossa
Title: President

Witness Signature: [Signature]
Print Witness Name: TERRELL ADAMS

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of December 2014, by Carlos de la Ossa as President of Wyndham Lakes Estates Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or produced a driver's license as identification.

(Affix Notary Stamp/Seal Below)

[Signature]
NOTARY PUBLIC, State of Florida

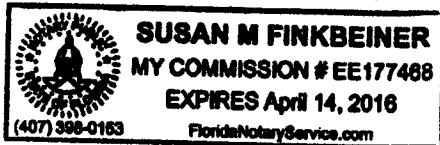


EXHIBIT "A"
LEGAL DESCRIPTION
WYNDHAM LAKES ESTATES PHASE 3D

A PARCEL OF LAND, BEING A PORTION OF THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 9396, PAGE 2472, LYING IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF LOT 22, WYNDHAM LAKES ESTATES PHASE 3C, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGES 78 THROUGH 82, OF SAID PUBLIC RECORDS, FOR A POINT OF BEGINNING; SAID POINT LIES ON THE SOUTH LINE OF SAID PLAT OF WYNDHAM LAKES PHASE 3C, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF YOUNGFORD STREET, ACCORDING TO SAID PLAT OF WYNDHAM LAKES ESTATES PHASE 3C, THENCE RUN, ALONG SAID SOUTHERLY LINE, THE FOLLOWING FOURTEEN COURSES: SAID POINT ALSO LIES ON A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1945.90 FEET, A CENTRAL ANGLE OF 09°46'29", AN ARC LENGTH OF 331.97 FEET, A CHORD LENGTH OF 331.57 FEET AND A CHORD BEARING OF SOUTH 89°23'14" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°19'00", AN ARC LENGTH OF 36.79 FEET, A CHORD LENGTH OF 33.56 FEET AND A CHORD BEARING OF SOUTH 52°06'59" EAST; THENCE RUN NON-TANGENT TO SAID CURVE, SOUTH 89°34'17" EAST, 51.32 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 96°59'10", AN ARC LENGTH OF 42.32 FEET, A CHORD LENGTH OF 37.44 FEET AND A CHORD BEARING OF NORTH 34°18'18" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1945.90 FEET, A CENTRAL ANGLE OF 02°35'07", AN ARC LENGTH OF 87.80 FEET, A CHORD LENGTH OF 87.79 FEET AND A CHORD BEARING OF NORTH 81°30'19" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY; ALONG SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 31°36'20", AN ARC LENGTH OF 289.60 FEET, A CHORD LENGTH OF 285.94 FEET AND A CHORD BEARING OF NORTH 64°24'36" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'00", AN ARC LENGTH OF 36.99 FEET, A CHORD LENGTH OF 33.71 FEET AND A CHORD BEARING OF SOUTH 89°00'04" EAST; THENCE RUN NON-TANGENT TO SAID CURVE, NORTH 43°23'30" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", AN ARC LENGTH OF 36.99 FEET, A CHORD LENGTH OF 33.71 FEET AND A CHORD BEARING OF NORTH 04°13'00" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 18°54'51", AN ARC LENGTH OF 173.31 FEET, A CHORD LENGTH OF 172.52 FEET AND A CHORD BEARING OF NORTH 28°43'06" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°47'03", AN ARC LENGTH OF 36.99 FEET, A CHORD LENGTH OF 33.71 FEET AND A CHORD BEARING OF NORTH 61°39'13" EAST; THENCE RUN NON-TANGENT TO SAID CURVE, NORTH 14°24'18" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A

RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°43'11", AN ARC LENGTH OF 37.84 FEET, A CHORD LENGTH OF 34.33 FEET AND A CHORD BEARING OF NORTH 32°35'43" WEST; THENCE RUN NORTH 10°45'52" EAST, 96.61 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF BLOCK 8, WYNDHAM ESTATES UNIT 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGES 20 THROUGH 27, OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 75°55'31" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 8, A DISTANCE OF 141.27 FEET; THENCE RUN SOUTH 88°45'38" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 8, A DISTANCE OF 186.04 FEET TO A POINT LYING ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE RUN SOUTH 01°12'48" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1164.39 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTH 355.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE RUN NORTH 89°48'08" WEST, ALONG SAID NORTH LINE, 665.49 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE RUN SOUTH 01°04'31" WEST, ALONG SAID WEST LINE, 355.04 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE RUN NORTH 89°48'08" WEST, ALONG SAID SOUTH LINE, 379.67 FEET TO A POINT LYING ON THE EASTERLY LINE OF WYNDHAM LAKES ESTATES UNIT 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 78, PAGES 25 THROUGH 28, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER, RUN ALONG SAID EASTERLY LINE, THE FOLLOWING SIXTEEN COURSES: THENCE RUN NORTH 07°07'30" EAST, 19.04 FEET; THENCE RUN NORTH 58°23'33" EAST, 54.13 FEET; THENCE RUN NORTH 16°41'57" EAST, 37.02 FEET; THENCE RUN NORTH 55°29'29" EAST, 21.90 FEET; THENCE RUN NORTH 00°11'35" EAST, 362.67 FEET; THENCE RUN NORTH 37°07'48" WEST, 93.90 FEET; THENCE RUN SOUTH 48°01'45" WEST, 120.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; SAID POINT ALSO LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF PENRITH LOOP, ACCORDING TO SAID PLAT; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 47°50'10", AN ARC LENGTH OF 83.49 FEET, A CHORD LENGTH OF 81.09 FEET AND A CHORD BEARING OF NORTH 65°53'20" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°48'25" WEST, 33.73 FEET; THENCE RUN NORTH 00°11'35" EAST, 100.60 FEET; THENCE RUN NORTH 14°02'10" WEST, 20.02 FEET; THENCE RUN NORTH 89°48'25" WEST, 264.34 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THETFORD CIRCLE, ACCORDING TO SAID PLAT; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 54°07'05", AN ARC LENGTH OF 165.29 FEET, A CHORD LENGTH OF 159.22 FEET AND A CHORD BEARING OF NORTH 37°08'38" WEST; THENCE RUN NON-TANGENT TO SAID CURVE, NORTH 23°57'48" EAST, 120.09 FEET; THENCE RUN NORTH 66°02'12" WEST, 100.00 FEET; THENCE RUN NORTH 23°57'48" EAST, 56.69 FEET TO A POINT LYING ON AFORESAID SOUTHERLY LINE OF WYNDHAM LAKES ESTATES PHASE 3C; THENCE RUN, ALONG SAID SOUTHERLY LINE, THE FOLLOWING FOUR COURSES: THENCE RUN SOUTH 79°56'01" EAST, 319.05 FEET; THENCE RUN SOUTH 74°55'06" EAST, 21.48 FEET; THENCE RUN NORTH 06°04'05" EAST, 27.42 FEET; THENCE RUN NORTH 05°47'39" EAST, 101.05 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 27.870 ACRES, MORE OR LESS.